**Trucare Event Space**

**EVENT SPACE RENTAL AGREEMENT AND CONTRACT**

This contract for the rental of a venue is made this day, \_\_\_\_\_\_\_\_\_\_\_\_\_\_by and between Trucare Adult Daycare Inc hereafter referred to as the Owner, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as the Renter.

Whereas the Renter desires to temporarily rent, occupy, and make use of the Owner’s venue, located at1068 Arlington Road N Jacksonville Fl. 32211 and known as Trucare Adult Daycare Center Inc and Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated; now, therefore, the parties agree to the following terms and conditions:

Date of Event: Type of Event:

Set-up starting at: Event starting at: Event ending at: Clean-up ending at: Total Hours: Number expected:

Renter’s Name: \_

Renter’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Renter’s Phone: Renter’s Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2,000 square feet space with seating for 40, accommodates 40 comfortably. Due to the historical age and nature or our building and its architectural features, accessibility, decorations, events, and hours or operations will be handled on case-by-case bases. All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events.

· A signed contract and date-hold deposit of ½ the total fee is due 14 days prior to booking.

· The balance of your space rental fee is due 7 days prior to your event.

· A copy of your Special Event Liability Insurance (see Insurance Section on Page 3) is due no later than ten (10) days prior to your event. Otherwise, the credit card on file will be held for damages should they occur.

Payment as follows:

* Rental Fee: $100 per hour (minimal 3 hours)
* Hold Deposit due 3 days prior to booking (half of your total fee)
* $300 Security Deposit and balance due 7 days prior to the event (deposit is refundable)
* $100 Deep Clean up fee

**Cancellation:** Deposit is non-refundable. No refunds of the space rental fees thereafter will be refunded if canceled 10 days prior to an event, as your agreement to rent Trucare Event space may cause the loss of additional bookings or business. If circumstances beyond the control of Trucare Event Space forces us to cancel your reservation, we will refund all sums paid. If the full rental payment is not received 7 days prior to your event, Trucare reserves the right to cancel your reservation without a deposit refund.

Payments should be made to Trucare Adult Daycare Inc. Cash or money order, and cashier’s check accepted ONLY, No EXCEPTIONS.

**Renter’s Initials:**

In the event of breach of this Rental Agreement and legal action is commenced, the prevailing party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceedings.

Renter represents and warrants that all the information provided by Renter in this Application is true and correct and has read, understands, and will comply with all the rules attached to this application. If an organization, I am authorized to make the application on behalf of the organization. The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the premises.

**TOTAL EVENT FEE**:

**DEPOSIT DUE**:

**Renter’s Initials:**

**Date:**

***Please read the material below to make sure all parties understand the requirements of providing for everyone safety and keeping Trucare Adult Daycare Event Space maintained and a safe location for future use.***

**Deposit/Rental Fees:**

A signed contract and date-hold deposit of ½ of the total event price must be received to reserve your date(s)

and time(s). This is nonrefundable unless Trucare Adult Daycare Inc is forced to cancel, and the full deposit will be refunded. The Balance of your space rental fee is due seven (7) days prior to your event. No terms are implied or granted, and no work will be allowed to commence until full payment is received. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Insurance:**

Special Event Liability Insurance is required of ALL clients and is due no later than ten (10) days prior to your

event. The insurance must, at client’s sole expense, provide and maintain public liability and personal property damage insurance, insuring Trucare Adult Daycare Inc employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of clients use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of no less than $1 Million, and general aggregate liability of not less than $2 Million. Trucare Adult Daycare Inc shall be named as an additional insured of said policy.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate and Catering License to Trucare Adult Daycare Inc at least one month prior to the event. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Smoke-Free Facility:**

Trucare Adult Daycare Inc is a smoke-free facility. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as our facility is not ventilated. Trucare Adult Daycare also has highly flammable art supplies. Original artwork can be damaged by smoke and the resulting damage would be very costly to replace or repair. No smoking in any restroom. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Attorney fees:**

In the event Trucare Adult Daycare retains the services of an attorney to represent its interests regarding the lease or to bring an action for the recovery of damages or other charges, the Renter agrees to pay a reasonable attorney fee of not less than $500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Lost and Found:**

Trucare Adult Daycare Inc takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Promotions and Copyright:**

It is important to us that you have a fantastic and successful event. Should Trucare Adult Daycare Inc be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 30 days prior to the event. We are happy to provide professional created images and logos of Trucare Adult Daycare Inc for promotional needs. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Catering, Cleaning, Trash and Equipment Removal:**

Trucare Adult Daycare Inc will be in a clean condition prior to your event. Upon additional planning with Trucare Adult Daycare, you will need to incorporate your set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged, and removed by the renter or the caterer and the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by Trucare Adult Daycare. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Site Decoration:**

Trucare Adult Daycare wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of Studio 3903 assist with rearranging and move any furnishings, including artwork, lighting, antiques, or seating. No nails, screws, staples, or penetrating items should be used on our walls, brick, or fine wood. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the card on file will be charged. **\_\_\_\_\_\_\_ (Renter’s initial)**

**City, County, State and Federal Laws:**

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act

on the premises. This is always a drug free and non-smoking facility, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone’s safety, to ensure alcoholic beverages are not consumed on the property. Trucare Adult Daycare Inc reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Trucare Adult Daycare or the safety of its staff, guests, or building contents. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Liability:**

Renter agrees to indemnify, defend, and hold Trucare Adult Daycare Inc, its landlord, building owners, officers,

employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at Trucare Adult Daycare Inc.**\_\_\_\_\_\_\_ (Renter’s initial)**

**Conduct:**

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building

including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall always use the premises in a considerate manner. Conduct deemed disorderly at the sole discretion of Trucare Adult Daycare Inc, staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made. **\_\_\_\_\_\_\_ (Renter’s initial)**

**Parking:**

There is **ABSOLUTELY** no parking on the street. If your guests park on the street and your event is shut down by the police, you must vacate the facility and forfeit your deposits and time paid for your event. We strongly recommend using valet services. (**Renter’s initial)**\_\_\_\_